

IN THE SENATE OF THE UNITED STATES.

MAY 3, 1858.—Ordered to be printed.

Mr. TRUMBULL made the following

REPORT.

[To accompany Bill S. 308.]

*The Committee on Patents and the Patent Office, to whom was referred the petition of M. C. Gritzner, submit the following report :*

The petitioner represents that, on the 30th day of March, 1857, he entered into a contract with Charles Mason, then Commissioner of Patents, to prepare and execute descriptions and illustrations for 2,500 patents for the year 1857, for which he was to receive the sum of six thousand dollars, or *pro rata*, if they should exceed or fall short of this number, the price for each one being two dollars and forty cents. He entered upon the execution of the contract and prepared descriptions and illustrations for 1,874 patents, when, on the 22d of September following, he was notified that the contract had been disapproved by the Secretary of the Interior, to whom it had been submitted by the Commissioner of Patents only a few days previously ; in consequence of which the prosecution of the work was discontinued. Payment has been made for the number then completed, at the *pro rata* rate of compensation. The petitioner claims that the contract was fully binding upon each of the contracting parties, and that he should be paid at the same rate for the whole number of illustrations for the year, being 2,926, amounting, on the unexecuted portion, to two thousand five hundred and twenty dollars and sixty cents.

It appears that the contract was duly and regularly made according to precedent in the office of the Commissioner of Patents, and that the petitioner executed the illustrations and descriptions of the year previous under a similar contract, which was never submitted to the Secretary of the Interior for approval. He was willing and anxious to perform and fulfil his part of the contract ; and to the extent of 2,500 illustrations, the cost of that number exhausting the appropriation for that purpose, the committee think he was justified in relying upon the contract as securing to him the work, so long as he performed it in accordance therewith and satisfactorily to the government. The damages which he sustained by the suspension of the contract, after he had completed 1,874 illustrations and descriptions, are estimated at what would have been the petitioner's actual profits upon the six hundred

and twenty-six illustrations which, under the contract, he was entitled to execute. Taking his own estimate of expenses incurred in the execution of similar work the previous year, it appears that his profit on each would have been sixty and two-thirds cents, making upon the whole three hundred and seventy-nine dollars and seventy-seven cents, which sum the committee think should be allowed him, and report a bill for his relief accordingly.